

## **EXHIBIT F**

LAW FIRM OF  
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August 30, 2010

**VIA FACSIMILE [(949) 608-6994; (216) 621-2951]**

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Christopher M. De Vito  
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623 West Saint Clair Avenue  
Cleveland, Ohio 44113

Re: Rally Auto Group, Inc. v. General Motors LLC, No. SACV10-01236 DOC (Ex)

Gentlemen:

I represent General Motors LLC (“New GM”) in connection with the above-entitled action which you have filed in the United States District Court for the Central District of California, Southern Division (the “Action”).

As Greg knows, I requested in previous correspondence that your mutual client, Rally Auto Group, Inc. (“Rally”), provide adequate assurances that it intended to comply with its obligations under section 2(a) of the Wind-Down Agreement regarding the termination of its Chevrolet Dealer Agreement no later than October 31, 2010. Instead of providing the requested assurances, Rally now has filed the Action in which it attempts to repudiate those obligations.

The United States Bankruptcy Court for the Southern District of New York in an order issued on July 5, 2009 specifically approved the form of Wind-Down Agreement executed by your client. *See Order (i) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement with NGMCO, Inc., a U.S. Treasury-Sponsored Purchaser; (ii) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (iii) Granting Related Relief*” (the “363 Sale Order”), ¶ 31.

Further, in Section 13 of the Wind-Down Agreement, Rally “consent[ed] and agree[d] that the Bankruptcy Court [for the Southern District of New York] shall retain full, complete and exclusive jurisdiction to interpret, enforce, and adjudicate disputes concerning the terms of this Agreement and any other matter related thereto.”

Consistent with that provision, paragraph 71 of the 363 Sale Order provides as follows:

This Court retains exclusive jurisdiction to enforce and implement the terms and provisions of this Order, the [Amended and Restated Master Sale and Purchase Agreement between the former General Motors Corporation and New GM], all amendments thereto ... and each of the agreements executed in connection therewith, including the Deferred Termination Agreements, in all respects, including, but not limited to, retaining jurisdiction to ... (f) resolve any disputes with respect to or concerning the Deferred Termination Agreements.<sup>1</sup>

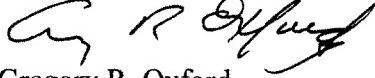
Further, paragraph 31 of the 363 Sale Order holds that Wind-Down Agreements such as the one Rally executed “represent valid and binding contracts, enforceable in accordance with their terms.”

In light of these unambiguous provisions, your filing of the Action is clearly an improper collateral attack on the 363 Sale Order and an unlawful repudiation of Rally’s obligations under the valid, binding and enforceable Wind-Down Agreement.

New GM therefore demands that Rally dismiss the Action with prejudice forthwith and cease and desist from any and all efforts to assert the claims attempted to be stated in the Action in any forum other than the United States Bankruptcy Court for the Southern District of New York.

Absent immediate compliance with this demand, New GM will institute appropriate proceedings to enforce the 363 Sale Order and the Wind-Down Agreement and seek other appropriate legal and equitable relief, including an award of reasonable attorneys’ fees and costs under section 5(e) of the Wind-Down Agreement.

Very truly yours,

  
Gregory R. Oxford  
Isaacs Clouse Crose & Oxford LLP

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<sup>1</sup> Recital JJ of the 363 Sale Order defines “Deferred Termination Agreements” to include “Wind-Down Agreements.”

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**FACSIMILE TRANSMISSION COVER SHEET**

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FROM:

Gregory R. Oxford

Re: Rally Auto Group, Inc. v. General Motors LLC, No. SACV10-01236 DOC (Ex)

Gentlemen: Please see attached correspondence.

3 Pages total including this one.